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File No. 11-90126

Attorneys for Secured Creditor,  
HSBC BANK NEVADA, N.A.

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA

In re:

Case No.: BK-N-10-53535-GWZ  
Chapter 13

DAVID ARNOLDO ACEVEDO-AYALA  
AND SANDRA ESMERALDA LOPEZ DE  
ACEVEDO AKA SANDRA ESMERALDA  
LOPEZ DE ACEVEDO,

Debtor(s)

HSBC BANK NEVADA, N.A.,

Secured Creditor,

vs

DAVID ARNOLDO ACEVEDO-AYALA  
AND SANDRA ESMERALDA LOPEZ DE  
ACEVEDO AKA SANDRA ESMERALDA  
LOPEZ DE ACEVEDO, Debtor(s),  
WILLIAM A. VAN METER, Trustee,

Respondent(s)

**MOTION FOR RELIEF FROM THE  
AUTOMATIC STAY**

Date: March 29, 2011  
Time: 10:00 A.M.  
Estimated Time: 10 min.

Secured Creditor, HSBC BANK NEVADA, NA, by and through its attorney, Jeremy T. Bergstrom, Esq., of the law firm of Miles, Bauer, Bergstrom & Winters, LLP, hereby moves this Court, pursuant to Section 362 of the Bankruptcy Code and Bankruptcy Rule 4001, for an Order terminating the Automatic Stay so that Secured Creditor may commence and continue all acts

1 necessary to secure possession of the subject Vehicle. In support of its Motion, Secured Creditor  
2 represents as follows:

3 Debtors filed a Petition for Relief pursuant to Chapter 13 of the Bankruptcy Code on  
4 August 31, 2010.

5 Secured Creditor is the owner on a 2008 Kawasaki, VIN JKAZX4J138A072845  
6 ("Collateral"), purchased with the revolving line of credit card held by the Debtor. A true and  
7 correct copy of the Purchase Money Security Interest Agreement is attached hereto as Exhibit  
8 "A" and a true and correct copy of the Nevada Title, showing Secured Creditor as the owner, is  
9 attached hereto as Exhibit "B".

10 The approximate value of the Collateral is \$6,500.00 and the approximate balance owed  
11 under the Agreement is \$8,488.14. Debtor has no equity in the Collateral and is not making  
12 monthly contract payments.

13 By virtue of the automatic stay provision of Section 362 of the Bankruptcy Code,  
14 Secured Creditor has been prevented from conducting an auction sale, under the Certificate of  
15 Title, a copy of which is attached hereto as Exhibit "B".

16 Secured Creditor has incurred attorney fees and costs in the amount of \$500.00 in seeking  
17 relief from the automatic stay.

18 Pursuant to Section 362(d) of the Bankruptcy Code, the Court, on request of any party in  
19 interest, may grant relief from the automatic stay either for cause or where the Debtor lacks  
20 equity in the collateral and the collateral is not necessary for an effective reorganization. Such  
21 relief is appropriate in this case since no equity exists and the Debtor has surrendered the subject  
22 Collateral.

1 Further, pursuant to Debtors' Chapter 13 Plan, the Debtor intends on voluntarily  
2 surrendering the subject Collateral. The Debtors' Chapter 13 Plan is on file herein. Thus, relief  
3 from stay should be granted.

4 WHEREFORE, Secured Creditor prays that:

5 (1) The automatic stay pursuant to Section 362 be terminated, so as to allow Secured  
6 Creditor to exercise all its rights and remedies available under the Contract and other applicable  
7 law, with a waiver of the 14-day waiting period of Bankruptcy Rule 4001(a)(3).

8 (2) In the event of failure of Debtor to pay for the use of the Vehicle, that Debtor be  
9 directed to surrender possession thereof to Secured Creditor within 5 days of the entry of Order  
10 granting relief.

11 (3) Pursuant to Section 363(e), that Secured Creditor's interest in the Vehicle be given  
12 adequate protection.

13 MILES, BAUER, BERGSTROM & WINTERS, LLP

14 Dated: February 24, 2011

By: /s/ Gina M. Corena, Esq.

Gina M. Corena, Esq.

Attorney for Secured Creditor

16 11-90126/nvcarmrs.dot/sla

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In re:

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ACEVEDO AKA SANDRA ESMERALDA  
LOPEZ DE ACEVEDO, Debtor(s),  
WILLIAM A. VAN METER, Trustee,

Respondent(s)

Case No.: BK-N-10-53535-GWZ  
Chapter 13

**PROPOSED  
ORDER TERMINATING THE  
AUTOMATIC STAY**

Date: March 29, 2011  
Time: 10:00 A.M.

1 The Motion for Relief having been properly served, with no opposition filed herein, the  
2 Court makes its Order as follows:

3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Automatic Stay in  
4 the above-entitled Bankruptcy case is hereby terminated as to the Debtor and the Trustee in favor  
5 of Secured Creditor, HSBC BANK NEVADA, N.A., as it pertains to the following described  
6 collateral: 2008 Kawasaki, VIN JKAZX4J138A072845.

7 IT IS SO ORDERED.

8 Submitted by:

9  
10 DATED: February 24, 2011

By: /s/ Gina M. Corena, Esq.  
Gina M. Corena, Esq.  
Attorney for Secured Creditor  
HSBC BANK NEVADA, N.A.

11  
12  
13 APPROVED/DISAPPROVED

14 DATED: \_\_\_\_\_

\_\_\_\_\_  
JOE M. LAUB  
Attorney for Debtor

15  
16  
17 APPROVED/DISAPPROVED

18 DATED: \_\_\_\_\_

\_\_\_\_\_  
WILLIAM A. VAN METER  
Chapter 13 Trustee

19  
20 (11-90126/nvots.dot/sla)

**ALTERNATIVE METHOD re: RULE 9021:**

In accordance with Local Rule 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

☐ The court has waived the requirement set forth in LR 9021(b)(1).

☐ No party appeared at the hearing or filed an objection to the motion.

☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved or failed to respond to the document]:

☒ I certify that this is a Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

	APPROVED	DISAPPROVED	NO RESPONSE
<u>CHAPTER 13 TRUSTEE:</u> William A. Van Meter P.O. Box 6630 Reno, NV 89513			
<u>ATTORNEY FOR DEBTOR:</u> Joe M. Laub Laub and Laub 630 E. Plumb Ln. Reno, NV 89502			

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

/s/ Sara Aslinger  
An Employee of Miles, Bauer, Bergstrom & Winters, LLP

###

# **EXHIBIT A**



Case 10-53535-gwz Claim 8-1 Filed 10/21/10 Page 3 of 4

A married person may apply for individual credit, you are applying for:

- ☐ **INDIVIDUAL CREDIT**, complete only applicant section.  
☐ **JOINT CREDIT**, with another person, complete entire application.

**The Good Times Card Program****APPLICANT (Please Print)**For WI Residents Only: Check box if you are married: ☐

First Name Sandra Middle Initial E. Last Name López de Acevedo Home Telephone                      Social Security Number -3992

Date of Birth (MM/DD/YY) 60 Current Address 8812 Silverkist Dr. Reno Apt. #            City            State N.V. Zip Code 89506

Since (MM/YY) 06/2006 Housing Status: ☒ Buyer/Owner ☐ Rent/Lease ☐ Other/Misc. Previous Address (if less than two years at present) Apt. # City State Zip Code

Employer Hearthstone Position CNA Since (MM/YY) 06/2000 Gross Monthly Income\* \$ 2,080 Business Telephone ( )

Previous Employer Hearthstone From (MM/YY)            To (MM/YY)            E-Mail Address                     

Additional Monthly Income\* \$ 2,054 Source                      Check if you have a: ☐ Checking Account ☐ Savings Account

\*Note: Alimony, child support or separate maintenance income need not be disclosed if you do not wish to have it considered as a basis for paying this obligation.

**JOINT APPLICANT (or spouse of applicant if married WI resident - complete name and address only)**

First Name David Middle Initial A. Last Name Acevedo Social Security Number 4619 Date of Birth (MM/DD/YY) 60

Current Address Silverkist Dr. Reno N.V. Apt. #            City            State            Zip Code 89506 Home Telephone (775) 971-1813

Since (MM/YY) 04/2005 Employer ADI (Honeywell) Position Forklift Business Telephone            Gross Monthly Income\* \$ 2,054 Since (MM/YY)           

**THE OPTIONAL TAP MONTHLY DEBT CANCELLATION PROGRAM IS ONLY AVAILABLE ON REVOLVING ACCOUNTS, AND NOT AVAILABLE ON CLOSED-END LOANS.****PROTECT YOUR ACCOUNT WITH TAP® The Account Protector (referred to below as TAP) AN OPTIONAL MONTHLY DEBT CANCELLATION PROGRAM**

If you enroll in our optional TAP program, your monthly credit card balance or a portion of your balance may be cancelled in the case of a qualifying Total Disability, Involuntary Unemployment, or Loss of Life event. For Total Disability, the maximum balance that may be cancelled is \$300 per month, up to \$10,000 and, for Involuntary Unemployment, up to \$300 per month for six months. For Loss of Life, the maximum balance that can be cancelled is \$10,000. To receive a cancellation benefit (for other than Loss of Life) on your account, you must be employed full-time (but not self-employed, working for a spouse or employed on a part-time basis) and working 30 hours or more per week at a single job on the date the event occurs. TAP is not insurance and is unavailable in Mississippi, Guam, the Virgin Islands, Puerto Rico and Canada.

**YES**, please enroll me, the primary cardholder, in the optional TAP monthly debt cancellation program. I authorize the monthly charge to my account when I have a balance. I have received and read the TAP Summary. I understand that your evaluation of my credit card application will not be influenced by whether I choose to enroll, and I am free to cancel at any time.

**NO**, I do not wish to enroll at this time.

SIGN HERE TO ENROLL  
06-11-16

DATE

SIGN HERE TO DECLINE

DATE

Ed. 07/01/05

**APPLICANT(S) SIGNATURE REQUIRED BELOW**

By completing and signing this credit application you are applying to HSBC Bank Nevada, N.A. ("HSBC") for revolving credit to purchase goods and services from an authorized The Good Times Dealer ("The Good Times Dealer"). However, certain types of vehicles sold by The Good Times Dealers will be required to be financed as installment, or closed-end, loans. Therefore, you authorize HSBC or the The Good Times Dealer to submit your application and credit information to HSBC Retail Credit (USA) Inc. ("HRCI"), an affiliate of HSBC, to review your information for a closed-end loan under a separate agreement. All of the information furnished on this application is, to the best of your knowledge complete and accurate. You agree that you are furnishing all such information on this application to both The Good Times, and to HSBC Bank Nevada, N.A. ("we", "us"), the issuer of The Good Times credit card. You agree that HSBC and HRCI may obtain a credit bureau report on you and may check any of the information provided on this application from whatever source they choose. By completing and signing this application, you are applying for a credit limit in the highest amount we deem appropriate, regardless of any initial sale amount, and you are requesting a Card issued to you by us which will allow you to make purchases under this Account. By a) signing, using or permitting others to use this Card; b) signing or permitting others to sign sales slips; c) making or permitting others to make purchases by telephone, Internet, or any other means, you agree to the terms and conditions of this Important Terms of Your Credit Card Account, Form 6022-800-40-US-13 (1-08), (which includes an arbitration provision) stated on both sides of this combined application and Important Terms of Your Credit Card Account, which are incorporated herein by reference, and to the Cardholder Agreement and Disclosure Statement which shall be sent to you with the credit card. You have read and received a copy of your Important Terms before making any purchase under this Account. Terms are attached. If this is a joint credit application, you understand that each applicant has the right to use the Account and that you shall be liable for all purchases made under the Account by any joint applicant. You grant us a purchase money security interest in the goods purchased on your Account and in all insurance contracts and proceeds, returned premiums, mechanical failure and extended service contracts, and refunds of charges for mechanical failure and extended service contracts financed therewith. You understand that we may provide information relating to our transactions and experiences with you to others, including The Good Times, whether or not you are approved for credit. You may prohibit the sharing of such information by calling us at 1-800-365-3804.

Applicant's Signature [Signature] Date (MM/DD/YY) 04/16/08Joint Applicant's Signature [Signature] Date (MM/DD/YY)           

ACCOUNT #:

5880

STORE USE ONLY:

Applicant's ID (Type and Number) State Date of Issue Exp. Date

Applicant's Second ID (Type and Number) State Date of Issue Exp. Date

Joint Applicant's ID (Type and Number) State Date of Issue Exp. Date

Joint Applicant's Second ID (Type and Number) State Date of Issue Exp. Date

Authorization Number Name of Person Obtaining Verification and #



6022-800-40-US-13 (1-08)

IMPORTANT CUSTOMER DISCLOSURE INFORMATION ATTACHED - PLEASE DETACH AND RETAIN FOR YOUR RECORDS

ACCOUNT #

5880

ORG #:

800

Sandra, David Acuedo

(Cardholder's Name)

Silverkist Dr

(Cardholder's Street Address)

Merchant/Store #:

K-O-R

Assoc. #

Merchant/Store #

Credit Plan (required for all sales)

Promotion Code

100024

ML

## For A Promotional Sale ONLY, Complete TERM &amp; TYPE:

## Select and Fill in Proper TERM (ONLY ONE):

- ☐ Your promotion will expire in 24 months (from the date of possession);  
OR  
☐ Your promotion will expire in 1 (month, year).

## Special Payments Select and Fill in Proper payments\* (if applicable):

- ☐ Equal Payments OR ☐ Fixed Payment Amount \$ 89.  
☐ Special Payment Percent %

\*As long as monthly payments are received by the payment due date.

## Select and Fill in Proper TYPE (ONLY ONE):

- ☐ Delayed Payment. During the specified period, no Minimum Monthly Payment is due on your purchase. Finance Charges will be imposed.
- ☐ Waived Finance Charge. Each month, you are required to pay the Minimum Monthly Payment. During the specified period no Finance Charges will be imposed on your purchase if your Account is kept current.
- ☐ Delayed Payment/Waived Finance Charge. During the specified period, no Minimum Monthly Payment is due and no Finance Charges will be imposed on your purchase.
- ☐ Same As Cash/Minimum Monthly Payments Required. Each month, you are required to pay the Minimum Monthly Payment. During the specified period, Finance Charges will accrue on your purchase. However, if your Account is kept current and you pay the entire purchase amount before the promotional due date, no Finance Charges will be imposed on the purchase.
- ☐ Same As Cash/Minimum Monthly Payments Delayed. During the specified period, Finance Charges will accrue on your purchase. However, if you pay the entire purchase amount before the promotional due date, no Finance Charges will be imposed on the purchase. No Minimum Monthly Payments are required on your purchase during the specified period.
- ☐ Reduced Rate. During the specified period, a reduced periodic rate of 6.9% APR will be applied to your purchase, if your Account is kept current.
- ☐ Delayed Payment/Waived Finance Charge followed by Reduced Rate. For the first months from the date of possession, no Minimum Monthly Payment is due and no Finance Charges will be imposed on your purchase. For the next months thereafter, a reduced periodic rate of % APR will be applied to your purchase, if your Account is kept current.

For details of all Promotional Credit Plans, please refer to your Cardholder Agreement and Disclosure Statement.

I acknowledge receipt of a completed copy of this Sales Slip and the purchase of the goods and/or services described herein and promise to pay the Unpaid Balance plus any Finance Charges and fees due in accordance with the terms of the Cardholder Agreement and Disclosure Statement, incorporated by reference. I understand that I am hereby granting HSBC Bank Nevada, N.A., a purchase money security interest in the goods described herein until the Unpaid Balance of my Account or such goods are paid in full, whichever comes first, unless otherwise prohibited by law.

x / *[Signature]*  
(CARDHOLDER'S SIGNATURE)

(Merchant's/Dealer's Name)

<input checked="" type="checkbox"/> NEW <input type="checkbox"/> ADD-ON		DELIVERY INSTRUCTIONS: <input type="checkbox"/> PICK UP <input type="checkbox"/> INSTALLED <input type="checkbox"/> DELIVERED		DATE OF DELIVERY/ INSTALLATION 4/16/08
QUAN.	DESCRIPTION			SALE PRICE
	PRODUCT LINE			
	MODEL NO.			
	VIN/HULL/SERIAL NO.			
	<input type="checkbox"/> ALREADY ELECTRONICALLY FUNDED			
DATE OF SALE				SUB TOTAL
AUTHORIZATION CODE				SALES TAX
INVOICE NUMBER				CASH PRICE
MERCHANT'S AUTH. REPRESENTATIVE				CASH DOWN PAYMENT
REP NO.				UNPAID BALANCE (AMOUNT FINANCED)

SALES NO. 6287887

HSBC COPY

# Exhibit B

## STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN JKAZX4J138A072845	YEAR 2008	MAKE KAWK	MODEL ZX600-J1	VEHICLE BODY MRS	TITLE NUMBER NV002626580
DATE ISSUED 04/30/2008	ODOMETER MILES 1	FUEL TYPE G	SALES TAX PD	EMPTY WT	GROSS WT
VEHICLE COLOR	ODOMETER BRAND	BRANDS		GVWR	
ACTUAL MILES					

## OWNER(S) NAME AND ADDRESS

ACEVEDO SANDRA ESMERALDA  
ACEVEDO-AYALA DAVID ARNOLDO  
8812 SILVERKIST DR  
RENO NV 89506-2962

OR

## LIENHOLDER(S) NAME AND ADDRESS

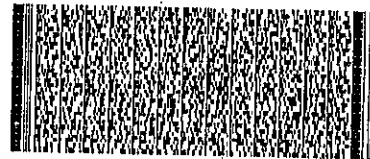
HSBC BANK NEVADA, N.A.  
700 N WOOD DALE RD  
WOOD DALE IL 60191

LIENHOLDER(S) RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED.

SIGNATURE OF AUTHORIZED AGENT

DATE

PRINTED NAME OR COMPANY STAMP



FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.  
The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

☐ AND  
☐ OR

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

Address

City

State

Zip Code

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

☐ NO  
☐ TENTHS

☐ The mileage stated is in excess of its mechanical limits.

☐ The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.

☐ Example: Model year over 9 years old.

ODOMETER READING

Signature of Seller(s)/Agent/Dealership

Printed Name of Seller(s)/Agent/Dealership

I am aware of the above odometer certification made by the seller/agent: ☐

Dealer's License Number

Date of Sale

Signature of Buyer

Printed Full Legal Name of Buyer

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

CONTROL NO.

1260133B  
(THIS IS NOT A TITLE NO.)

RD-2 (Rev. 1/05)

ALTERATION OR ERASURE VOIDS THIS TITLE